

TOLUNA DIGITAL TRACKING SYNDICATED USAGE TERMS ("Usage Terms")

Description of Services. We (Toluna) own a single-source permission-based digital tracking product, which allows insight into Internet services usage, by passively collecting granular individual traffic data in real-time. We use this product to provide the digital tracking services, which includes In-App tracking for content-level video and music consumption, ad exposure and e-Commerce at the SKU, advertisement or program level (the "Services"). We shall provide the Services to you subject to these Usage Terms. **THESE SERVICES ARE BEING PROVIDED TO YOU ON THE BASIS THAT YOU MAY NOT USE THE SYNDICATED RESULTS FOR ANY OF YOUR SYNDICATED PRODUCTS OR SERVICES. INSTEAD THEY ARE FOR YOUR OWN INTERNAL BUSINESS USE ONLY AS SET OUT IN THE INTELLECTUAL PROPERTY PARAGRAPH BELOW.**

WARRANTIES ON THE SERVICES: WE WARRANT THAT WE SHALL PERFORM THE SERVICES WITH THE LEVEL OF CARE, SKILL AND DILIGENCE IN ACCORDANCE WITH GOOD PRACTICE AND GENERALLY ACCEPTED PROFESSIONAL INDUSTRY STANDARDS AND PRACTICES FOR MARKET AND MARKETING RESEARCH; AND THE SERVICES PERFORMED AND THE SYNDICATED RESULTS SHALL: (I) BE PROVIDED BY APPLYING CORRECT METHODOLOGICAL CONCEPTS AND SCIENTIFIC ANALYSIS OF THE RELEVANT RESEARCH; AND (II) MATERIALLY CONFORM TO THE REQUIREMENTS OF THE WORK ORDER. WE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY SET FORTH HEREIN. WE MAKE NO WARRANTY THAT THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE, NOR DO WE MAKE ANY WARRANTY OR GUARANTEE AS TO A MINIMUM NUMBER OF RESPONDENTS PARTICIPATING IN THE SERVICES OR RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICES AND WE DO NOT PREDICT OR ASSURE ANY PARTICULAR SUBSTANTIVE RESULTS OF ITS SERVICES IN ADVANCE. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOUR OBLIGATIONS ON THE USE OF THE SERVICES AND RESPONDENT PII:

You shall:

- only use the Services (including the Syndicated Results) for the purposes of market research and in accordance with the Guidelines and for no other purpose, including, without limitation, marketing, promotional, selling or influencing the opinions or decisions of any Respondent. You shall not use the Syndicated Results in any external publication connection with our name, unless we have reviewed and approved such proposed publication prior to its release;
- not allow the Respondent PII or any portion of the Syndicated Results to be matched or linked with any other data you or third party may have, where such matching or linking will enable a Respondent to be identified; and
- comply with all Applicable Laws in respect of your use of the Services.

You acknowledge and agree that we shall not be required to disclose any directly identifiable personal data about any Respondents to you. You shall indemnify us against any claims, losses, damages, costs (including all legal fees) and expenses ("Losses") incurred by or awarded against us arising out of or in connection with any breach by you of these Usage Terms except to the extent that such Losses have arisen out of our negligence or wilful default.

INTELLECTUAL PROPERTY: All Background IP is and shall remain our exclusive property (or, where applicable, the third party from whom its right to use the Background IP has derived). We hereby grants you a non-exclusive right and license to use and in connection with such use, to copy and distribute any Background IP internally (as included in the Syndicated Results) for the purposes specified above. The Background IP is for your exclusive use and for the use of any of your Affiliates' within its' own business and you shall keep the Background IP confidential and not use them in any external publication unless they have received our prior written consent. You acknowledge and agree that the Syndicated Results are licensed and not sold to you and we shall at all times retain sole and exclusive ownership rights in the Syndicated Results and any part thereof, including for the avoidance of doubt any data used by us in connection with the Services. We and not you, will determine the design and the contents of the standard elements of the Syndicated Results. You may not sub-license any rights to use the Background IP for or to any third party (except to its Affiliates for their own internal use). you may not use the Background IP in any external publication reverse engineer the Background IP in any manner, nor may you modify or reuse any Background IP in any manner not specifically set out in this Agreement or the Proposal.

LIMIT OF LIABILITY: NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS OUR LIABILITY O IN RESPECT OF; (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE (INCLUDING NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR CONTRACTORS); (B) FRAUD AND/OR FRAUDULENT MISREPRESENTATION; OR (C) LIABILITY WHICH MAY NOT OTHERWISE BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. SAVE FOR THE INDEMNITIES UNDER THIS AGREEMENT, WHICH SHALL BE LIMITED TO THE AMOUNTS SET OUT IN THE RELEVANT PROVISIONS, OUR ENTIRE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER ARISING FROM CONTRACT, TORT, NEGLIGENCE OR OTHERWISE SHALL BE LIMITED IN AGGREGATE TO AN AMOUNT EQUAL TO THE FEES RECEIVED BY US FROM YOU FOR THE PORTION OF THE SERVICE IN QUESTION AS SET OUT IN THE WORK ORDER OR PROPOSAL. WE SHALL NOT BE LIABLE TO YOU FOR ANY (A) SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE; (B) PURE ECONOMIC LOSS, COSTS DAMAGES OR CHARGES; (C) LOSS OF PROFITS; (D) LOSS OF REVENUE; (E) LOSS OF CONTRACTS; AND (F) LOSS OF BUSINESS AND/OR GOODWILL, HOWSOEVER IT ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

DEFINITIONS:

"Affiliate" means in relation to a party to this Agreement, any corporation or other entity that controls, is controlled by, or is under common control with, a Party. A corporation or other entity shall be regarded as in control of another corporation or entity if it owns or directly or indirectly controls 50% or more of the voting securities or other ownership interest of the other corporation or entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or other entity.

"Applicable Law" means all applicable laws, statutes, regulation and the Guidelines from time to time in force.

"Background IP" means the Syndicated Results and any Intellectual Property that arises or is obtained or developed by us and/or third parties and which may be developed independently of the Services and includes, without limitation all inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques and other technology, used in, generated by or otherwise created during the course of or in connection with the Services, including any improvements in the same.

"Guidelines" the guidelines and codes of practice published by ICC/ESOMAR.

"Intellectual Property" all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in Confidential Information (including know-how, tools and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"PII" means any information relating to a natural, living person that can be used to identify an individual, for example by reference to direct identifiers (such as a name, specific geographic location, telephone number, picture, sound or video recording) or indirectly by reference to an individual's physical, physiological, mental, economic, cultural or social characteristic, including, but not limited to persistent identifiers.

"Proposal" means the quotation for Services provided by us to you including all the information set out in a Work Order and may be communicated by us to you by email or any other form of written communication.

"Respondent" means an individual who agrees to download our App for the purposes of tracking their Internet services usage and browsing history including, but is not limited to, individuals who are members of the Toluna Panel.

"Syndicated Results" means reports, products and deliverables produced by us or our agents, contractors and employees as part of or in relation to the Services in the form as specified in a Work Order that are in an aggregated form.

"Usage Terms" means these Digital Tracking Syndicated Usage Terms.

"Toluna" or "we/our/us" shall mean Toluna Hong Kong Ltd (Company Registration No. 1483609), a company incorporated in Hong Kong whose principal business address is at Principal Office: 3/F, Hecny Tower, 9 Chatham Road South, Tsim Sha Tsui, Kowloon, Hong Kong and Toluna Hong Kong Ltd is contracting on behalf of itself and its Affiliates.